

STATE OF INDIANA) IN THE PORTER CIRCUIT/SUPERIOR COURT
) SS:
COUNTY OF PORTER) CAUSE NO.: _____

STATE OF INDIANA,

Plaintiff,

v.

COMMUNITY ONE LAW CENTER, P.A.
(a/k/a COMMUNITY ONE LAW GROUP, P.A.),
and NATIONAL LAW PARTNERS, P.A.
(f/k/a LOAN CORRECTION SERVICES),
and HOWARD FEINMEL, SCOTT SHAW,
EVAN PRUZAN, JARED PRUZAN, and
RYAN MCFARLAND, individually and as
owners, officers, and/or agents of COMMUNITY ONE
LAW CENTER, P.A. and/or NATIONAL LAW
PARTNERS, P.A.,

Defendants.

**COMPLAINT FOR INJUNCTION, RESTITUTION, COSTS
AND CIVIL PENALTIES**

The State of Indiana, by Attorney General Gregory F. Zoeller and Deputy Attorney General Laura A. Turner, petitions the Court pursuant to the Indiana Credit Services Organizations Act, Ind. Code § 24-5-15-1, the Mortgage Rescue Protection Fraud Act, Ind. Code ch. 24-5.5-1, the Home Loan Practices Act, Ind. Code art. 24-9, and the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, for injunctive relief, restitution, civil penalties, investigative costs, and other relief.

PARTIES

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-9-8-3, Ind. Code § 24-5-0.5-4(c), and Ind. Code § 24-5-15-11.

2. The Defendant Community One Law Center, P.A. (a/k/a Community One Law Group, P.A.) (“Community One”), is a for-profit Florida corporation that, at all times relevant to this complaint, was engaged in business as a credit services organization and as a foreclosure consultant with a principal business address of 499 East Palmetto Park Boulevard, Suite 209, Boca Raton, Florida 33432.

3. The Defendant National Law Partners, P.A. (f/k/a Loan Correction Services) (“NLP”), is a for-profit Florida and California corporation that, at all times relevant to this complaint, was engaged in business as a credit services organization and as a foreclosure consultant with a principal business address of 4400 North Federal Highway, Suite 200, Boca Raton, Florida 33431; and/or 17901 Van Karman, Suite #500, Irvine, California 92614.

4. In or around April 2009, Defendant NLP acquired Defendant Loan Correction Services.

5. Defendant NLP frequently used Loan Correction Services (“LCS”) in Defendant NLP’s contractual agreements when referring to Defendant NLP.

6. Although Defendant Community One and Defendant NLP are separate entities and used different agreement templates when contracting with consumers, Defendant Community One and Defendant NLP worked interchangeably on files, often using the same employees.

7. At all times relevant hereto, neither Defendant Community One nor Defendant NLP held a certificate of authority to do business in the State of Indiana as a foreign corporation.

8. The Defendant Howard Feinmel (“Feinmel”), is an owner and/or agent of Defendant Community One and Defendant NLP, and at all times relevant to this complaint, was

engaged in business as a credit services organization and as a foreclosure consultant with an address of 5895 Catesby Street, #43, Boca Raton, Florida 33433.

9. The Defendant Scott Shaw (“Shaw”), is an owner and/or officer of Defendant NLP and at all times relevant to this complaint, was engaged in business as a credit services organization and as a foreclosure consultant with an address of 3208 North West 63rd Street, Boca Raton, Florida, 33496.

10. The Defendant Evan Pruzan (“E. Pruzan”), is an owner and/or officer of Defendant NLP and at all times relevant to this complaint, was engaged in business as a credit services organization and as a foreclosure consultant with an address of 180 North East 6th Avenue, Apt. F, Delray Beach, Florida 33483.

11. The Defendant Jared Pruzan (“J. Pruzan”), is an owner and/or officer of Defendant NLP and at all times relevant to this complaint, was engaged in business as a credit services organization and as a foreclosure consultant with an address of 180 North East 6th Avenue, Apt. L, Delray Beach, Florida 33444.

12. The Defendant Ryan McFarland (“McFarland”), is an owner and/or officer of Defendant NLP, and at all times relevant to this complaint, was engaged in business as a credit services organization and as a foreclosure consultant with an address of 2650 South East 7th Drive, Pompano Beach, Florida 33062.

13. The term “Defendants” as used in this complaint means Community One, NLP, Feinmel, Shaw, E. Pruzan, J. Pruzan, and McFarland.

FACTS SURROUNDING COMMUNITY ONE

14. At all times relevant hereto, Defendant Community One maintained a website at www.community1law.com. This website is not currently active.

15. Defendant Community One required clients to enter into a Fee Agreement. The Fee Agreement stated that Defendant Community One could assist individuals with services including, but not limited to loan modifications and other workout programs.

16. Defendant Community One's Fee Agreement stated that Defendant Community One "will have no obligations to provide legal services, until Client...pays the initial deposit...."

17. Defendant Community One's Fee Agreement also stated that, "Client is hiring Attorney to represent Client in the matter of Client's request for a negotiation of the terms of the note...[u]sing the information provided by Client, Attorney will prepare and submit a Loan Modification or any other loan workout program request to Lender on behalf of Client...."

18. Defendant Community One's Fee Agreement further stated "CLIENT ACKNOWLEDGES AND AGREES THAT THE FAILURE TO FULFILL ANY ONE OR MORE OF HIS/HER OBLIGATIONS SET FORTH WILL RESULT IN THE FORFEITURE OF ANY FEES PREVIOUSLY PAID TO COMMUNITY ONE LAW GROUP, P.A...." (emphasis in original).

19. Defendant Community One indicated in their Fee Agreement that they offered a refund policy and that "If your loan is not modified, than all money will be refunded."

20. Defendant Community One advertised their services via the internet and telephone solicitations to potential consumers.

**FACTS SURROUNDING DEFENDANT COMMUNITY ONE'S
AGREEMENT WITH THE KUTAS**

21. Arnold and Patricia Kuta ("the Kutas"), residents of Portage, Porter County, Indiana, initially learned of Defendant Community One's services through a telephone call placed by Defendant Community One.

22. On or about September 2, 2009, the Kutas entered into and signed a Fee Agreement with Defendant Community One for Defendant Community One's services as a credit services organization and foreclosure consultant.

23. As part of Defendant Community One's Fee Agreement with the Kutas, the Kutas made two (2) payments totaling One Thousand Five Hundred Dollars (\$1,500.00) to Defendant Community One for their alleged assistance in helping the Kutas obtain a reduction in their monthly mortgage payments.

24. The Kutas made these two (2) payments on the dates listed below:

- a. September 4, 2009: One Thousand Dollars (\$1,000.00); and
- b. October 5, 2009: Five Hundred Dollars (\$500.00).

25. Defendant Community One's representations to the Kutas regarding the services Defendant Community One was to provide failed to include the following provisions in writing, as required by Indiana law:

- a. A complete and detailed description of the services to be performed by Defendants for the buyer and the total cost of the services;
- b. A statement explaining the buyer's right to proceed against the bond or surety account required under Ind. Code § 24-5-15-8;
- c. The name and address of the surety company that issued a bond or depository and the trustee of a surety account and the account number of the surety account required under Ind. Code § 24-5-15-8;
- d. A complete and accurate statement of the buyer's right to review any file on the buyer maintained by a consumer reporting agency as provided under the Fair Credit Reporting Act (15 U.S.C. § 1681);
- e. A statement that the buyer's file is available for review at no charge on request made to the consumer reporting agency within thirty (30) days after the date of receipt of a notice that credit has been denied; and for a minimal charge at any other time;
- f. A complete and accurate statement of the buyer's right to dispute the completeness or accuracy of an item contained in a file on the buyer maintained by a consumer reporting agency;
- g. A statement that accurate information cannot be permanently removed from the files of a consumer reporting agency;

- h. A complete and accurate statement indicating when consumer information becomes obsolete and when consumer reporting agencies are prevented from issuing reports containing obsolete information; and
- i. A complete and accurate statement of the availability of nonprofit credit counseling services.

26. Defendant Community One failed to provide the Kutas two (2) copies of a Notice of Cancellation form, as required by Ind. Code § 24-5-15-7(b).

27. At all times relevant, Defendant Community One never obtained a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) or filed it with the Office of the Indiana Attorney General, as required by Ind. Code § 24-5-15-8.

28. Defendant Community One failed to provide the Kutas with written notice of their rights under Ind. Code art. 24-5.5.

29. Defendant Community One demanded and received compensation before Defendant Community One fully performed all services Defendant Community One contracted to perform or represented that Defendant Community One would perform.

30. The Kutas did not receive a modification as a result of the purported assistance provided by Defendant Community One.

31. In or about December 2009, due to the fact that the Kutas were unable to obtain the refund from Defendant Community One through their own efforts, the Kutas hired an attorney to assist them in obtaining a refund from Defendant Community One.

32. In or about December 2009, the Kutas received a refund in the amount of One Thousand and Five Hundred Dollars (\$1,500.00) from Defendant Community One.

FACTS SURROUNDING NLP

33. At all times relevant hereto, Defendant NLP maintained a website at www.loancorrectionservices.com. This website is not currently active.

34. Defendant NLP's advertised services included, but were not limited to, the following:

- a. Loan modifications;
- b. VA loan modifications/refunding;
- c. Repayment plans;
- d. Special Forbearances; and
- e. Partial claims.

35. Defendant NLP's website stated that they were, "A loan modification company that has mastered processing...Our loss mitigation specialists and negotiators will contact your client's lender to help make their current payments affordable."

36. Defendant NLP's website further stated, "**We have assembled** an experienced team of executives, loss mitigation negotiators, and loan processors to keep people in their homes and aid in the stabilization of the housing market...Members of our staff have experience working with the loss mitigation departments of major U.S. lenders and servicers." (emphasis in original).

37. Defendant NLP's website advertised, "Our company specializes in resolutions of mortgage delinquencies of home foreclosure claims on behalf of you, the homeowner...We review your lenders loss mitigation policies and your state's foreclosure law to make sure that we give you the best service...."

38. Defendant NLP's Customer Agreement stated that Defendant NLP had a "**100% MONEY BACK GUARENTEE**. The Customer is not obligated to continue after the first service is completed. In the event, however, that customer elected to have 'LCS' perform both

services but cannot accomplish one of the mortgage modifications...then ‘LCS’ shall refund all monies collected from Customer....” (emphasis in original).

39. Defendant NLP advertised their services via the internet.

**FACTS SURROUNDING DEFENDANT NLP’S
AGREEMENT WITH INDIANA RESIDENTS**

40. From November 2008 to the present time, Defendant NLP entered into contracts with the following fifteen (15) Indiana consumers, who paid the specified amount listed, for Defendant NLP’s services as a credit services organization and foreclosure consultant:

<u>Indiana Consumer</u>	<u>City of Residence</u>	<u>County of Residence</u>	<u>Total Amount Paid to Defendants</u>
Thomas and Sandra Sharp	Warsaw	Kosciusko	\$2,250.00
Herbert and Jacqueline Brogan	Harlan	Allen	\$2,329.00
Ellis and Shelia Bryant	Gary	Lake	\$700.00
<u>Indiana Consumer</u>	<u>City of Residence</u>	<u>County of Residence</u>	<u>Total Amount Paid to Defendants</u>
Jack and Brenda Davis	LaPorte	LaPorte	\$1,248.00
Hattie Edwards	Indianapolis	Marion	\$1,700.00
Roy Evert	East Chicago	Lake	\$499.00
Gurdarshan and Benito Fernandez	Pendleton	Madison	\$500.00
Thomas Finnearty	Portage	Porter	\$1,700.00
Eric Gainer, Ziney Jones, and Carol Jones	Kewanna	Fulton	\$800.00
Ricky and Peggy Hendrix	Peru	Miami	\$1,000.00
Neville and Amanda Humphrey	Noblesville	Hamilton	\$998.00
David and Darlene Johnson	Nineveh	Johnson	\$1,797.00
Wesley and Kelly Jones	Bloomington	Monroe	\$1,598.00
Chris and Laren Owens	Avon	Hendricks	\$1,496.00

James and Ruthie Scott	South Bend	St. Joseph	\$2,699.00
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41. These fifteen (15) Indiana consumers entered into contracts with Defendant NLP for Defendant NLP's services as a credit services organization and foreclosure consultant.

42. The contracts required these (15) Indiana consumers to pay Defendant NLP an up-front fee for Defendant NLP's services.

43. Defendant NLP's representations to these (15) Indiana consumers regarding the services Defendant NLP was to provide failed to include the following provisions in writing as required by Indiana law:

- a. A complete and detailed description of the services to be performed by Defendants for the buyer and the total cost of the services;
- b. A statement explaining the buyer's right to proceed against the bond or surety account required under Ind. Code § 24-5-15-8;
- c. The name and address of the surety company that issued a bond or depository and the trustee of a surety account and the account number of the surety account required under Ind. Code § 24-5-15-8;
- d. A complete and accurate statement of the buyer's right to review any file on the buyer maintained by a consumer reporting agency as provided under the Fair Credit Reporting Act (15 U.S.C. § 1681);
- e. A statement that the buyer's file is available for review at no charge on request made to the consumer reporting agency within thirty (30) days after the date of receipt of a notice that credit has been denied; and for a minimal charge at any other time;
- f. A complete and accurate statement of the buyer's right to dispute the completeness or accuracy of an item contained in a file on the buyer maintained by a consumer reporting agency;
- g. A statement that accurate information cannot be permanently removed from the files of a consumer reporting agency;
- h. A complete and accurate statement indicating when consumer information becomes obsolete and when consumer reporting agencies are prevented from issuing reports containing obsolete information; and
- i. A complete and accurate statement of the availability of nonprofit credit counseling services.

44. Defendant NLP failed to provide each of these (15) Indiana consumers with two (2) copies of a Notice of Cancellation form, as required by Ind. Code § 24-5-15-7(b).

45. At all times relevant, Defendant NLP never obtained a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) or filed it with the Office of the Indiana Attorney General, as required by Ind. Code § 24-5-15-8.

46. Defendant NLP failed to provide each of these (15) Indiana consumers with written notice of their rights under Ind. Code art. 24-5.5.

47. Defendant NLP demanded and received compensation before Defendant NLP fully performed all services Defendants contracted to perform or represented that Defendant NLP would perform.

48. Upon the request of the following Indiana consumers, Defendant NLP provided a refund on the dates listed below:

- a. February 3, 2009: Thomas Finnearty was provided a refund in the amount of One Thousand and Seven Hundred Dollars (\$1,700.00);
- b. January 9, 2009: Neville and Amanda Humphrey were provided a refund in the amount of Nine Hundred and Ninety Eight Dollars (\$998.00); and
- c. January 15, 2009: Chris and Laren Owens were provided a partial refund in the amount of Five Hundred and Ninety Eight Dollars (\$598.00).¹

COUNT I: VIOLATIONS OF THE CREDIT SERVICES ORGANIZATIONS ACT

49. Paragraphs one (1) through forty-eight (48) are incorporated herein by reference.

50. By contracting to perform the services referred to in paragraphs one (1) through forty-eight (48), Defendants are a “credit services organization” as defined by Ind. Code § 24-5-15-2.

¹ Defendant NLP stated that, as permitted by the contract, they were retaining Four Hundred and Ninety Nine Dollars (\$499.00) as a retainer fee, leaving a partial balance on the account. Even with Defendant NLP retaining the \$499.00 fee per the contract, the Owens are still owed an additional refund. \$1,496.00 (paid by the Owens) - \$499.00 (retainer fee retained by Defendant NLP) - \$598.00 (refund provided to the Owens) = \$399.00 (partial balance remaining on account).

51. By receiving payment from the Indiana consumers discussed above before the complete performance of the services referred to above, Defendants violated the Credit Services Organizations Act, Ind. Code § 24-5-15-5(1).

52. By failing to provide the Indiana consumers discussed above with a written statement containing any of the nine (9) statutorily required provisions prior to executing a contract or receiving valuable consideration, Defendants violated the Credit Services Organizations Act, Ind. Code § 24-5-15-6. The provisions are:

- a. A complete and detailed description of the services to be performed by the credit services organization for the buyer and the total cost of the services;
- b. A statement explaining the buyer's right to proceed against the bond or surety account required under Ind. Code § 24-5-15-8;
- c. The name and address of the surety company that issued a bond or depository and the trustee of a surety account and the account number of the surety account required under Ind. Code § 24-5-15-8;
- d. A complete and accurate statement of the buyer's right to review any file on the buyer maintained by a consumer reporting agency as provided under the Fair Credit Reporting Act (15 U.S.C. § 1681);
- e. A statement that the buyer's file is available for review at no charge on request made to the consumer reporting agency within thirty (30) days after the date of receipt of a notice that credit has been denied; and for a minimal charge at any other time;
- f. A complete and accurate statement of the buyer's right to dispute the completeness or accuracy of an item contained in a file on the buyer maintained by a consumer reporting agency;
- g. A statement that accurate information cannot be permanently removed from the files of a consumer reporting agency;
- h. A complete and accurate statement indicating when consumer information becomes obsolete and when consumer reporting agencies are prevented from issuing reports containing obsolete information; and
- i. A complete and accurate statement of the availability of nonprofit credit counseling services.

53. By failing to include in the Agreements referred to above, or any other document provided to the Indiana consumers discussed above, a statement and notice of cancellation as required by Ind. Code §§ 24-5-15-7(a)(1) and 24-5-15-7(b), Defendants violated the Credit Services Organizations Act, Ind. Code § 24-5-15-7.

54. By failing to obtain a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) prior to doing business as a credit service organization, Defendants violated the Credit Services Organizations Act, Ind. Code § 24-5-15-8.

55. By failing to file a copy of said surety bond with the Office of the Indiana Attorney General prior to doing business as a credit service organization, Defendants violated the Credit Services Organizations Act, Ind. Code § 24-5-15-8.

**COUNT II: VIOLATIONS OF THE
MORTGAGE RESCUE PROTECTION FRAUD ACT**

56. Paragraphs one (1) through forty-eight (48) are incorporated herein by reference.

57. By performing or soliciting to perform the services referred to in paragraphs one (1) through forty-eight (48), Defendants are a “foreclosure consultant” as defined by Ind. Code § 24-5.5-2-2.

58. By entering into or attempting to enter into a foreclosure consultant contract with the Indiana consumers discussed above without first providing them with written notice of the consumers’ rights under Ind. Code art. 24-5.5, Defendants violated the Mortgage Rescue Protection Fraud Act, Ind. Code § 24-5.5-5-2(1).

59. By demanding or receiving compensation before Defendants fully performed all services Defendants contracted to perform or represented that Defendants would perform, and before Defendants complied with the security requirements under Ind. Code § 24-5-15-8, Defendants violated the Mortgage Rescue Protection Fraud Act, Ind. Code § 24-5.5-5-2(2).

COUNT III: VIOLATIONS OF THE HOME LOAN PRACTICES ACT

60. Paragraphs one (1) through forty-eight (48) are incorporated herein by reference.

61. By modifying or attempting to modify a loan secured by a mortgage or deed of trust on real estate in Indiana on which there is located a structure that is the principal dwelling

for each of the Indiana consumers mentioned above, the transactions referred to in paragraphs one (1) through forty-eight (48) are “mortgage transactions” as defined by Ind. Code § 24-9-3-7(a).

62. The violations of the Indiana Credit Services Organizations Act referred to in paragraphs forty-nine (49) through fifty-five (55) constitute deceptive acts as defined by Ind. Code § 24-9-2-7.

63. The violations of the Mortgage Rescue Protection Fraud Act referred to in paragraphs fifty-six (56) through fifty-nine (59) constitute deceptive acts as defined by Ind. Code § 24-9-2-7.

64. By engaging in a “deceptive act” in connection with a “mortgage transaction,” Defendants violated Ind. Code § 24-9-3-7(c)(3).

COUNT IV: KNOWING VIOLATIONS OF THE HOME LOAN PRACTICES ACT

65. Paragraphs one (1) through forty-eight (48) are incorporated herein by reference.

66. The misrepresentations and deceptive acts set forth above were committed by the Defendants with knowledge at the time of the transactions.

COUNT V: VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

67. Paragraphs one (1) through forty-eight (48) are incorporated herein by reference.

68. The transactions referred to in paragraphs one (1) through forty-eight (48) are “consumer transactions” as defined by Ind. Code § 24-5-0.5-2(a)(1).

69. Defendants are a “supplier” as defined by Ind. Code § 24-5-0.5-2(a)(3).

70. The violations of the Indiana Credit Services Organizations Act referred to in paragraphs forty-nine (49) through fifty-five (55) constitute deceptive acts pursuant to Ind. Code § 24-5-15-11.

71. By representing to consumers that Defendants had the characteristics of experienced consultants with in-depth industry knowledge on how to avoid and stop foreclosure, Defendants violated the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3.

72. The violations of the Mortgage Rescue Protection Fraud Act referred to in paragraphs fifty-six (56) through fifty-nine (59) constitute deceptive acts pursuant to Ind. Code § 24-5.5-6-1.

**COUNT VI: KNOWING AND INTENTIONAL VIOLATIONS
OF THE DECEPTIVE CONSUMER SALES ACT**

73. Paragraphs one (1) through forty-eight (48) are incorporated herein by reference.

74. The misrepresentations and deceptive acts set forth above were committed by Defendants with knowledge and intent to deceive.

COUNT VII: FAILURE TO OBTAIN CERTIFICATE OF AUTHORITY

75. Paragraphs one (1) through forty-eight (48) are incorporated herein by reference.

76. Defendant Community One and is a foreign corporation, as defined by Ind. Code. § 23-1-20-11.

77. By attempting to enter into agreements or contracts with consumers, and by successfully entering into agreements or contracts with at least one (1) Indiana consumer, all of which is described above, Defendant Community One transacted business in Indiana.

78. Pursuant to Ind. Code. § 23-1-49-1, a foreign corporation may not transact business in Indiana until it obtains a certificate of authority from the Indiana Secretary of State.

79. Pursuant to Ind. Code. § 23-1-49-2(d), a foreign corporation is liable for a civil penalty of not more than Ten Thousand Dollars (\$10,000.00) if it transacts business in Indiana without a certificate of authority.

80. The Indiana Attorney General is authorized by Ind. Code. § 23-1-49-2(d) to collect all penalties due under said subsection.

81. Defendant NLP is a foreign corporation, as defined by Ind. Code. § 23-1-20-11.

82. By attempting to enter into agreements or contracts with consumers, and by successfully entering into agreements or contracts with at least one (1) Indiana consumer, all of which is described above, Defendant NLP transacted business in Indiana.

83. Pursuant to Ind. Code. § 23-1-49-1, a foreign corporation may not transact business in Indiana until it obtains a certificate of authority from the Indiana Secretary of State.

84. Pursuant to Ind. Code. § 23-1-49-2(d), a foreign corporation is liable for a civil penalty of not more than Ten Thousand Dollars (\$10,000.00) if it transacts business in Indiana without a certificate of authority.

85. The Indiana Attorney General is authorized by Ind. Code. § 23-1-49-2(d) to collect all penalties due under said subsection.

RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against Defendants, enjoining Defendants from the following:

a. In the course of performing services as a credit services organization, failing to obtain a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) prior to doing business as a credit services organization;

b. In the course of performing services as a credit services organization, failing to file said surety bond with the Office of the Indiana Attorney General prior to doing business as a credit services organization;

c. In the course of performing services as a credit services organization, charging or receiving money or other valuable consideration before the complete performance of services on behalf of a consumer, unless Defendants had obtained a surety bond issued by a surety company admitted to do business in Indiana or established an irrevocable letter of credit under Ind. Code § 24-5-15-8;

d. In the course of performing services as a credit services organization, failing to provide the consumers with a written statement containing each of the provisions required by Ind. Code § 25-5-15-6 prior to executing a contract or receiving valuable consideration;

e. In the course of performing services as a credit services organization, failing to include in contracts with the consumers the statement required by Ind. Code § 24-5-15-7(a)(1) and two (2) copies of the notice of cancellation form required by Ind. Code § 24-5-15-7(b);

f. In the course of performing services as a foreclosure consultant, entering into or attempting to enter into a foreclosure consultant contract with a homeowner without first providing the homeowner with written notice of the homeowner's rights under Ind. Code art. 24-5.5;

g. In the course of performing services as a foreclosure consultant, demanding or receiving compensation until after Defendants have fully performed all services Defendants have contracted to perform or represented that Defendants would perform, unless Defendants comply with the security requirements under Ind. Code § 24-5-15-8; and

h. Representing to consumers that Defendants are, or have the characteristics of, an experienced consultant with in-depth industry knowledge on how to avoid and stop foreclosures.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against Defendants for the following relief:

- a. Restitution in an amount to be determined at trial;
- b. Costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- c. On Counts III and IV of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-9-8-3(a)(4) for each of the Defendants' violations of the Home Loan Practices Act, in the amount of Ten Thousand Dollars (\$10,000.00) per violation, payable to the Office of the Attorney General's Consumer Protection Assistance Fund, established through Ind. Code art. 24-10;
- d. On Count V of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) per violation, payable to the Office of the Attorney General's Consumer Protection Assistance Fund, established through Ind. Code art. 24-10;
- e. On Count VI of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the Office of the Attorney General's Consumer Protection Assistance Fund, established through Ind. Code art. 24-10;
- f. On Count VII of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 23-1-49-2(d) for the Defendants' violation of Ind. Code § 23-1-49-1, in the amount of Ten Thousand Dollars (\$10,000.00), payable to the Office of the Attorney General's Consumer Protection Assistance Fund, established through Ind. Code art. 24-10; and

g. All other just and proper relief.

Respectfully submitted,

GREGORY F. ZOELLER
INDIANA ATTORNEY GENERAL
Attorney No.: 1958-98

By: _____
Laura A. Turner
Deputy Attorney General
Atty. No.: 28350-41

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OFFICE OF THE ATTORNEY GENERAL
DIVISION OF CONSUMER PROTECTION

Re: Case Name: Community One Law Center, P.A., National Law Partners,
P.A., Howard Feinmel, Scott Shaw, Evan Pruzan, Jared
Pruzan, and Ryan McFarland
Litigation File Number: 11-00267
Consumer File Number(s): 09-CP-54144 & 10-CP-51959

This complaint and all attachments hereto contain no information in violation of Ind. Code ch. 4-1-10 (Release of Social Security Number), Ind. Code ch. 4-1-11 (Notice of Security Breach), or any other state or federal statute or rule restricting the release of information.

Laura A. Turner
Deputy Attorney General

REPORT TO THE ATTORNEY GENERAL

Pursuant to Ind. Code § 25-1-7-7, and after conducting an investigation, Gabrielle J. Owens, Deputy Director of the Licensing Enforcement and Homeowner Protection Unit, believes that the foreclosure consultants, Community One Law Center, P.A., National Law Partners, P.A., Howard Feinmel, Scott Shaw, Evan Pruzan, Jared Pruzan, and Ryan McFarland, should be subjected to civil sanctions.

Respectfully submitted,

Date

Gabrielle J. Owens
Deputy Director
Licensing Enforcement &
Homeowner Protection Unit